

## **Telecommunications Regulatory Board of Puerto Rico**

### **APPENDICES pertaining to: Application for FCC TRS Certification Renewal**

- Appendix A:** FCC TRS Public Notice, July 19, 2017
- Appendix B:** Puerto Rico Relay Contract and Latest Amendment
- Appendix C:** FCC Minimum Federal Standards Matrix
- Appendix D:** TRS, STS Training Outlines
- Appendix E:** TRS Pledge of Confidentiality
- Appendix F:** Disaster Recovery Plan
- Appendix G:** 2013 TRS Recertification Approving Puerto Rico Relay
- Appendix H:** Outreach Activities Performed
- Appendix I:** Years 2014 - 2016 Annual Reports
- Appendix J:** Video Explaining TTY Service
- Appendix K:** TRS Information in Directories
- Appendix L:** Literature and Customer Profile Forms
- Appendix M:** Social Media Platforms
- Appendix N:** Website - Selected Screenshots
- Appendix O:** Complaint Logs for Years 2013 - 2017
- Appendix P:** Establishment of Relay in Puerto Rico

# **APPENDIX A:**

**FCC TRS Public Notice  
July 19, 2017**



# PUBLIC NOTICE

Federal Communications Commission  
445 12<sup>th</sup> St., S.W.  
Washington, D.C. 20554

News Media Information 202 / 418-0500  
Internet: <https://www.fcc.gov>  
TTY: 1-888-835-5322

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Released: July 19, 2017

## CONSUMER AND GOVERNMENTAL AFFAIRS BUREAU REMINDS STATE TELECOMMUNICATIONS RELAY SERVICE PROGRAMS TO SEEK RECERTIFICATION

CG Docket No. 03-123

Under Section 225, states wishing to operate their own telecommunications relay service (TRS) programs for the provision of intrastate and interstate TRS must have certification from the Federal Communications Commission (FCC or Commission) to do so.<sup>1</sup> Commission rules provide that states and covered territories may receive TRS certification in five year increments.<sup>2</sup> This Public Notice alerts states and territories that the certifications they now hold will expire on July 25, 2018. Under the Commission's rules, each certified state or territory may file an application for renewal of its certification one year prior to expiration, i.e., beginning July 25, 2017.<sup>3</sup> Although there is no prescribed deadline for filing, we request that renewal applications be filed no later than October 1, 2017, to give the Commission sufficient time to review and rule on the applications prior to expiration of the existing certifications.

Congress created the TRS program in Title IV of the Americans with Disabilities Act of 1990 (ADA),<sup>4</sup> codified at Section 225 of the Communications Act of 1934, as amended (Act).<sup>5</sup> TRS enables persons with hearing and speech disabilities to access the telephone system to communicate with other individuals.<sup>6</sup> Under the Act, the Commission must ensure that the provision of TRS is functionally equivalent to voice telephone services.<sup>7</sup> The Commission's TRS regulations set forth mandatory minimum standards that TRS providers must follow to meet this functional equivalency mandate.<sup>8</sup>

<sup>1</sup> 47 U.S.C. § 225(f). TRS are "telephone transmission services that provide the ability for an individual who is deaf, hard of hearing, deaf-blind, or who has a speech disability to engage in communication by wire or radio with one or more individuals, in a manner that is functionally equivalent to the ability of a hearing individual who does not have a speech disability to communicate using voice communication services by wire or radio." 47 U.S.C. § 225(a)(3). See also *Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, Report and Order, Order on Reconsideration, and Further Notice of Proposed Rulemaking, 19 FCC Rcd 12475, 12479, para. 3 & n.18 (2004) (describing how a traditional TRS call works). Although state TRS programs may offer interstate as well as intrastate TRS, only the costs associated with the provision of intrastate TRS are recovered from the state. See 47 U.S.C. § 225(d)(3).

<sup>2</sup> 47 CFR § 64.606(c)(1). The Consumer and Governmental Affairs Bureau (CGB or Bureau), under delegated authority, issued its last round of certification grants in July 2013. *Notice of Certification of State Telecommunications Relay Services (TRS) Programs*, Public Notice, 28 FCC Rcd 9987, 9987 (CGB 2013).

<sup>3</sup> 47 CFR § 64.606(c)(1).

<sup>4</sup> Pub. L. No. 101-336, 104 Stat. 327 (July 26, 1990).

<sup>5</sup> 47 U.S.C. § 225.

<sup>6</sup> *Id.* § 225(a)(3).

<sup>7</sup> *Id.* § 225(a)(3).

<sup>8</sup> See 47 CFR § 64.604.

All certified state TRS programs are required to provide traditional (TTY-based) TRS, interstate Spanish language traditional TRS, and speech-to-speech relay (STS) service.<sup>9</sup> States may also offer captioned telephone relay service (CTS).<sup>10</sup> Each state seeking renewal of its certification must submit documentation to the Commission that describes its relay program and includes its procedures and remedies for enforcing any requirements that the program may impose.<sup>11</sup> In addition, a state must establish that its program makes available to TRS users informational materials on state and Commission complaint procedures sufficient for users to know the proper procedures for filing complaints.<sup>12</sup> This certification process is intended to ensure that TRS is provided in a uniform manner throughout the United States and territories. The Commission's TRS rules further explain that documentation should be submitted in narrative form, and that the Commission shall provide the public with notice of and an opportunity to comment on such applications.<sup>13</sup>

Per the following schedule, the Bureau will release for public comment each application for renewal, after which it will review each application to determine whether the state TRS program has sufficiently documented that it meets or exceeds all of the applicable operational, technical and functional mandatory minimum standards set forth in section 64.604 of the Commission's rules.<sup>14</sup> The state must also establish that the program does not conflict with federal law.<sup>15</sup> In addition, applications will be reviewed to ensure that each state TRS program makes available adequate procedures and remedies for enforcing the requirements of each state's program.<sup>16</sup> The Bureau will release public notices of renewal of certification for each state on a rolling basis.

#### SUMMARY OF STATE TRS PROGRAM CERTIFICATION TIMELINE

DATE	FCC ACTION	PROCESS
Beginning July 2017	CGB will issue Public Notices seeking comment on state TRS applications that have been filed.	Comments are due within 30 days of release of the Public Notices; reply comments are due within 15 days thereafter.
July 2017 - May 2018	CGB will review applications for TRS recertification for compliance with 47 CFR §§ 64.604 and 64.606.	If necessary, the Bureau will send deficiency letters requesting additional information from states to ensure compliance with TRS mandatory minimum standards and other certification requirements.

<sup>9</sup> See 47 CFR § 64.603.

<sup>10</sup> Since 2003, CTS has been a non-mandatory type of TRS that is eligible for compensation from the states for intrastate calls and from the Interstate TRS Fund for interstate or IP-based CTS calls. *Telecommunications Relay Services, and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, Declaratory Ruling, 18 FCC Rcd 16121 (2003).

<sup>11</sup> 47 U.S.C. § 225(f); 47 CFR § 64.606(a).

<sup>12</sup> 47 CFR § 64.606(b)(1)(ii).

<sup>13</sup> *Id.* § 64.606(a).

<sup>14</sup> 47 U.S.C. § 225(f)(2)(A). See 47 CFR § 64.604.

<sup>15</sup> 47 CFR § 64.606(b)(1)(iii).

<sup>16</sup> 47 U.S.C. § 225(f)(2)(B).

May 2018 - July 2018	CGB will issue certification renewals on a rolling basis.	
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**PROCEDURES FOR FILING: All filings must reference CG Docket No. 03-123 and be captioned "TRS State Certification Application."**

**Electronic Filers:** Filings may be filed electronically using the Internet by accessing the Commission's electronic comment filing system (ECFS): <http://apps.fcc.gov/ecfs/>. Follow the instructions provided on the website for submitting electronic filings. For ECFS filers, in completing the transmittal screen, filers should include their full name, U.S. Postal service mailing address, and CG Docket No. 03-123.

**Paper Filers:** Parties who choose to submit by paper must submit an original and one copy of each filing. To expedite the processing of the applications, parties submitting by paper are encouraged to submit an additional copy to Attn: Dana Wilson, Federal Communications Commission, Consumer and Governmental Affairs Bureau, 445 12<sup>th</sup> Street, SW, Room 3-C418, Washington, DC 20554 or by email at [Dana.Wilson@fcc.gov](mailto:Dana.Wilson@fcc.gov).

Filings can be sent by hand or messenger delivery, by commercial overnight courier, or by first-class or overnight U.S. Postal Service mail. All filings must be addressed to the Commission's Secretary, Office of the Secretary, Federal Communications Commission.

- All hand-delivered or messenger-delivered paper filing for the Commission's Secretary must be delivered to FCC Headquarters at 445 12<sup>th</sup> Street, SW, Room TW-A325, Washington, DC 20554. The filings hours are 8:00 a.m. to 7:00 p.m. All hand deliveries must be held together with rubber bands or fasteners. Any envelopes must be disposed of *before* entering the building.
- Commercial overnight mail (other than U.S. Postal Service Express Mail and Priority Mail) must be sent to 9300 East Hampton Drive, Capitol Heights, MD 20743.
- U.S. Postal Service first-class mail, Express Mail, and Priority Mail must be addressed to 445 12<sup>th</sup> Street, SW, Washington, DC 20554.

**ADDITIONAL INFORMATION**

A copy of this *Public Notice* and related documents are available for public inspection and copying during regular business hours at the FCC Reference Information Center, Portals II, 445 12<sup>th</sup> Street, SW, Room CY-A257, Washington, DC 20554. Filings also may be found by searching on the Commission's Electronic Comment Filing System (ECFS) at <http://apps.fcc.gov/ecfs/> (insert CG Docket No. 03-123 into the Proceeding block).

To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), send an e-mail to [fcc504@fcc.gov](mailto:fcc504@fcc.gov) or call the Consumer and Governmental Affairs Bureau at 202-418-0530 (voice), 844-432-2275 (videophone), or 202-418-0432 (TTY).

For further information, please contact please contact Dana Wilson, Consumer and Governmental Affairs Bureau, Disability Rights Office, at (202) 418-2247 (voice) or e-mail at [Dana.Wilson@fcc.gov](mailto:Dana.Wilson@fcc.gov).

-FCC-

# **APPENDIX B:**

**Puerto Rico Relay Contract, 2010-00005  
between  
The TRB and Sprint Accessibility  
And it's latest Amendment, 2010-00005-G**

**TELECOMMUNICATIONS RELAY SERVICE CONTRACT  
CONTRACT NO. 2010-000005**

**BETWEEN**

**TELECOMMUNICATIONS REGULATORY BOARD OF  
PUERTO RICO**

**AND**

**SPRINT INTERNATIONAL CARIBE, INC.**

**COMMONWEALTH OF PUERTO RICO  
TELECOMMUNICATIONS REGULATORY BOARD OF PUERTO RICO**

**TELECOMMUNICATIONS RELAY SERVICE CONTRACT**

**CONTRACT NO. 2010-00005**

**TABLE OF CONTENTS**

TELECOMMUNICATIONS RELAY SERVICE CONTRACT .....	1
STANDARDS.....	2
SCHEDULING AND COMPLETION OF WORK .....	3
CONTRACT ADMINISTRATION .....	4
CONSUMER RELATIONS .....	4
REPORTS .....	6
PROPRIETARY DOCUMENTS .....	7
AUDITS.....	7
COMPENSATION .....	8
TERM .....	9
TERMINATION AND POST-CONTRACT LIABILITY.....	10
NON-COMPLIANCE PROVISIONS AND TERMINATION .....	10
TERMINATION.....	10
TERMINATION LIABILITY .....	11
LIQUIDATED DAMAGES; DISALLOWANCE .....	11
PERFORMANCE BOND.....	12
FORCE MAJEURE .....	13
STANDARD OF WORK .....	14
SUBCONTRACTING .....	14
INDEMNITY/INSURANCE.....	14
LIMITATION OF LIABILITY; EXCEPTIONS .....	15
MODIFICATIONS TO CONTRACT .....	16
CONFLICTING DOCUMENTS; EXECUTION .....	17
ENTIRE CONTRACT.....	17
NON-WAIVER.....	17
GOVERNING LAW.....	17
SEVERABILITY .....	17
TITLE .....	18
TAX PROVISIONS.....	18
SOCIAL SECURITY DEDUCTIONS .....	19
CHILD SUPPORT.....	19
CONFLICT OF INTEREST .....	19
ETHICAL PROVISIONS.....	20

**INITIALS HERE**



CONFIDENTIALITY.....	20
COMPLIANCE WITH LAW .....	22
CRIMES AGAINST THE PUBLIC REVENUE .....	22
GENERAL PROVISIONS .....	23
ATTACHMENTS.....	25- 28

**ATTACHMENT I** -Telecommunications Regulatory Board Resolution and Order on Case JRT-2009-SUB-0002, approved August 12, 2009 and notified August 26, 2009.

**ATTACHMENT II** - TRS Bid Number 2009-02 Invitation for Bids and Instructions to Bidders

**ATTACHMENT III** - TRS Bid Number 2009-02 Amended Bid Award Minute

**ATTACHMENT IV** - SPRINT's TRS Proposal - "Sprint's Response to the Puerto Rico's Telecommunications Regulatory Board IFB for TRS Bid 2009-SUB-02" dated June 22, 2009

INITIALS HERE

**COMMONWEALTH OF PUERTO RICO  
TELECOMMUNICATIONS REGULATORY BOARD OF PUERTO RICO**

**TELECOMMUNICATIONS RELAY SERVICE CONTRACT**

**CONTRACT NUMBER 2010-000005**

NOW COMES the Telecommunications Regulatory Board of Puerto Rico (hereinafter referred to as the "BOARD"), an agency of the Commonwealth of Puerto Rico with authority to enter into contracts under the Telecommunications Act of Puerto Rico, Law No. 213 of September 12, 1996, as amended, represented herein by its President, Sandra E. Torres López, of legal age, married, resident of Puerto Rico (hereinafter referred to as the "PRESIDENT"), and Sprint International Caribe, Inc. as representative of Sprint Communications Company L.P. (hereinafter referred to as "SPRINT"), represented herein by its Multi Channel Director, Patricia Eaves, of legal age, married, resident of Puerto Rico, and duly authorized to enter into this Telecommunications Relay Service Contract (hereinafter referred as the CONTRACT). The purpose of this CONTRACT is to state the terms and conditions under which SPRINT, will provide Telecommunications Relay Service (hereinafter referred to as TRS or Relay Service) for intra-island telecommunication services within Puerto Rico. The TRS is a service through which hearing-impaired and speech-impaired persons are provided with access to the public telecommunications network functionally equivalent to that provided to other telecommunications users. This CONTRACT is executed pursuant to the TRS Bid No. 2009-02, completed pursuant to BOARD order on case number JRT-2009-SUB-0002. Both Parties agree and enter into this CONTRACT on this December 23, 2009 under the following terms and conditions:

**TERMS AND CONDITIONS**

ONE: SPRINT is the designated Telecommunications Relay Service Center that will provide an island wide TRS for the hearing and speech impaired persons in Puerto Rico.

TWO: SPRINT shall establish and implement the TRS in accordance with this CONTRACT, with SPRINT Proposal in response to the Invitation for Bid (hereinafter referred to as "IFB", with the IFB specifications and with applicable laws and regulations requirements, especially those enacted by the Federal Telecommunications Commission (hereinafter referred to as FCC), which are made a part of this CONTRACT.

THREE: During the term of this CONTRACT, SPRINT shall be the provider of TRS within the Commonwealth of Puerto Rico as approved and authorized by the Board's Resolution and Order on case number JRT-2009-SUB-0002 approved on August 12, 2009 and notified on August 26, 2009. As provider of TRS, a SPRINT's TRS operator Communications Assistant (CA) located outside or in Puerto Rico will be interposed between the origination and

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termination of any call to or from a TRS user in Puerto Rico.

## STANDARDS

FOUR: SPRINT TRS shall comply with the requirements of the IFB, with SPRINT Proposal, as well as any current or future standard set by the American with Disabilities Act of 1990 (hereinafter referred to as "ADA") and the Federal Communications Commission (hereinafter referred to as "FCC") and any applicable Federal or Puerto Rico law or regulation. If there is any discrepancy among these requirements, the most stringent shall apply.

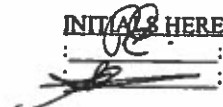
FIVE: Any cost incurred by SPRINT, before the signing of this CONTRACT, in the implementation of its TRS Center and any current standards are not eligible for reimbursement under this CONTRACT. Future ADA, FCC or Board new requirements or standards for the provision of TRS that increases SPRINT the costs of providing this service, will justify a fair renegotiation of the compensation terms agreed upon on clause number TWENTY EIGHT of this CONTRACT, which change in the per session minute rate will be limited to the evidenced increase in costs. SPRINT may implement, and be compensated, for any recommendation requested or developed by the BOARD or by SPRINT itself if previously approved in writing by both parties and as an amendment to this CONTRACT.

SIX: SPRINT will provide all items listed in the mandatory minimum standards of Section 64.604 of the FCC rules (47 CFR §64.604) in SPRINT's proposal identified as Mandatory Requirements. Additionally, SPRINT will provide the English-Spanish/Spanish-English Translation and any additional features identified in SPRINT's proposal as Desirable Requirements. (See Annex A – Mandatory Standards)

SEVEN: The following service requirements, which are further described in FCC's mandatory minimum requirement rules, SPRINT's proposal and the IFB, will be met in the following level of service.

- a) The TRS center shall be capable of handling any type of call normally provided by telecommunications carriers including pay-per-call calls. SPRINT has the burden of proving the infeasibility of handling any type of call.
- b) Minimum of 60 WPM typing speed for agents.
- c) Relay processing for STS Callers.
- d) Relay Agent to stay on the line for at least 10 minutes for regular relay, 15 minutes for Speech To Speech (hereinafter referred to as "STS"), after the commencement of a call, and for subsequent agent transfers on calls made

INITIALS HERE



thereafter.

- e) Answer 85% of all calls within 10 seconds on a daily basis.
- f) Handling of Emergency Calls.
- g) Maintain a log of consumer complaints and reports to FCC in compliance with FCC rules. Copy of such logs and evidence of their filing at the FCC shall be sent to the BOARD. SPRINT must retain the log until the next application for certification by the FCC is granted to the BOARD.
- h) Provide TRS customer profile data to incoming TRS vendor 60 days prior to SPRINT's last day of service.

SPRINT acknowledges that states must notify the FCC of any substantive changes in the TRS programs within sixty (60) days of when they occur, and must certify that the state TRS program continues to meet federal minimum standards after implementing the substantive change. To assure compliance with said requirement on time SPRINT shall submit a duly certified report to the BOARD describing said substantive changes and stating whether the TRS continues to meet the federal minimum standards after implementing such substantive standards. If the TRS exceeds the minimum standards SPRINT shall also certify whether the TRS does not conflict with federal laws and regulations. Said certified report shall be submitted to the BOARD within thirty days after the changes were made.

EIGHT: SPRINT will assure that access to 7-1-1 service is provided in compliance with the FCC rules and as a toll free call. The procedure for handling/answering 7-1-1 calls will be that the default response for all first-time 7-1-1 calls from an ANI will be voice first, then TTY tones, and then ASCII. Subsequent calls from the same ANI will be answered in whatever mode the last call made to 7-1-1 was received (automatic branding on the last call). The relay caller has the option to request that the relay agent permanently brand the ANI for a specific mode of answer.

### **SCHEDULING AND COMPLETION OF WORK**

NINE: SPRINT shall implement TRS as detailed in the Proposal, in the IFB, the FCC Rules, this CONTRACT, Bid 2009-02 Award and the BOARD Resolution and Order approving said bid award under case JRT-2009-SUB-0002, all of which are incorporated by reference as if copied verbatim.

TEN: Time is of the essence in this CONTRACT and, accordingly, all time limits shall be strictly construed and strictly enforced. SPRINT's failure to meet a deadline imposed

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hereunder shall be considered a material and significant breach of this CONTRACT and shall entitle the BOARD to any applicable liquidated damages set forth in the IFB and this CONTRACT, and may lead to termination of this CONTRACT.

### CONTRACT ADMINISTRATION

ELEVEN: The BOARD designates its Mr. Roberto Miranda, Special Aid to the President of the Board, as its representative to serve as the "BOARD's TRS Administrator" and contact. The BOARD may change its designation at any time, in its sole discretion, and when it deems appropriate. Such change will be effected via delivery of a written notice to SPRINT in accordance with the provisions of this CONTRACT. All communications relating to the implementation of this CONTRACT shall be directed to the BOARD's TRS Administrator. SPRINT acknowledges that the BOARD's TRS Administrator does not have any authority to amend this CONTRACT, to initiate change orders, to alter the cost proposal submitted by SPRINT, or to otherwise alter performance requirements established under the IFB, SPRINT Proposal, or this CONTRACT. SPRINT further acknowledges that the President of the BOARD holds such authority exclusively.

Any action regarding TRS complaints shall be processed through the Secretary of the BOARD, who is also the contact for the same purposes at the FCC.

TWELVE: SPRINT designates Ms. Elizabeth Rios as Puerto Rico's resident TRS Administrator and contact person. SPRINT may change this designation at any time, in its sole discretion, and when it deems appropriate. Such change will be effected via delivery of a written notice to the BOARD in accordance with the provisions of this CONTRACT. SPRINT Puerto Rico's TRS Administrator does not have any authority to amend this CONTRACT, to initiate change orders, to alter the cost proposal submitted by SPRINT, or to otherwise alter performance requirements established under the IFB, SPRINT Proposal, or this CONTRACT. Authority to enter into any contract on SPRINT behalf, resides only in SPRINT.

THIRTEEN: The PRESIDENT, in conjunction with the BOARD'S TRS Administrator, will monitor the progress of the TRS. Upon the written or oral request of the PRESIDENT, and/or through the BOARD's TRS Administrator, SPRINT agrees to discuss at any time any element of the provision of TRS and the implementation of any new and desirable features.

### CONSUMER RELATIONS

FOURTEEN: SPRINT agrees to cooperate fully with the PRESIDENT and the BOARD's TRS Administrator, to assure quality of service and effective consumer relations.

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FIFTEEN: SPRINT shall provide for public relations activities via outreach programs as provided in SPRINT's Proposal.

SIXTEEN: Included in, but not limited to, the SPRINT outreach program are the following activities:

(A) The Outreach Program will target multiple federal, state, and local government agencies as well businesses, schools, and universities.

(B) The Outreach Program includes an educational campaign material as described in SPRINT's Proposal. The campaign targets specifically businesses and the medical community and provides information on the following:

1. American with Disabilities Act (ADA)
2. Puerto Rico Relay brochure and instructional pamphlets
3. PowerPoint presentations
4. Hands-on use of TRS equipment
5. Brochures on Deafness and Hearing Loss
6. A better understanding of sign language as a natural language.

(C) The media means that will be used for the SPRINT Relay educational and outreach campaign will include, among others:

1. Folders
2. Letter to Businesses
3. Stickers of Compliance
4. Posters
5. Audio and Television PSAs.

SEVENTEEN: The outreach program will be provided in cooperation with representatives from the communities with hearing and speech disabilities, to assure that all publicity materials will be effective and appropriate. SPRINT provides outreach services to the communities with hearing and speech disabilities as well as for the general population and businesses in Puerto Rico through subcontracts funded and managed by SPRINT. The parties agree that the purpose of this program is to educate existing and potential TRS users about the functions and features offered by the Puerto Rico Relay Service.

EIGHTEEN: The parties agree that SPRINT budget for outreach, promotion, and training of the SPRINT's TRS and the SPRINT's Equipment Distribution Program (EDP) during the term of the CONTRACT term shall be the equivalent of a combined annual budget of \$50,000.00 for the TRS and the EDP programs.

The outreach, promotion, training campaign for the SPRINT's TRS and the SPRINT's Equipment Distribution Program will be funded by SPRINT as it was stated in the

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terms of SPRINT's proposal, hence neither the BOARD, nor the Universal Service Fund for Puerto Rico (hereinafter referred to as "USFPR"), are responsible for its funding.

## REPORTS

**NINETEEN:** SPRINT shall maintain its records of relay service operations, for a minimum of six years, so as to permit review and determination of TRS results. SPRINT shall make these records available for inspection by the BOARD and its designees.

**TWENTY:** As specified in the IFB, SPRINT shall provide written monthly reports to the BOARD on the operation of the Puerto Rico TRS detailing usage and revenues associated with providing the TRS and calculating daily and monthly statistics concerning operations, including but not limited to:

- A. Traffic patterns
- B. Call volumes
- C. Price per minute of use
- D. Average speed of answer
- E. Price per call
- F. Percentage of local versus long distance and intrastate versus interstate
- G. Customer service inquiries

**TWENTY-ONE:** SPRINT shall supply a monthly complaint resolution report that shows the complaints filed and the actions taken to resolve each complaint. SPRINT shall prepare and retain a log of consumer complaints until the next application for FCC certification of the TRS program is granted. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution. SPRINT shall submit to the FCC and to the BOARD summaries of logs indicating the number of complaints received for the 12-month period ending May 31 by July 1 of each year, and as required by the FCC.

The BOARD may request further information regarding the complaints and their resolutions; in response, SPRINT will provide a more detailed report to the BOARD's TRS Administrator.

SPRINT must submit to the FCC and to the BOARD a contact person and/or office for TRS consumer information and complaints about SPRINT's TRS service. Said submission shall include, at a minimum, the name and address of the office that receives complaints, grievances, inquiries, and suggestions; voice and TTY telephone numbers, fax number, e-mail address, and web address; and the physical address to which correspondence should be sent.

INITIALS HERE

TWENTY-TWO: SPRINT shall prepare and report outage information in a format approved by the BOARD and notify the BOARD within twenty-four hours of an outage, or if the outage occurs over the weekend, by eight a.m. the following Monday, and will submit the report within five business days.

TWENTY-THREE: SPRINT shall prepare an annual report for the BOARD, describing the performance and usage of Puerto Rico TRS, including, but not limited to, a report of the TRS revenues, operations, and traffic patterns. This report shall be due on July 1<sup>st</sup> of each contract year.

TWENTY-FOUR: SPRINT shall be responsible for providing to the Local Exchange Carriers (the LEC's) the necessary information to enable them to meet the statutory requirement, so that access will not be charged on calls originating and terminating within the same local calling area.

Access to the TRS Center by the users shall be free of charge. TRS users shall pay rates no greater than the rates paid for functionally equivalent voice communication services with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination.

TWENTY-FIVE: SPRINT agrees to provide, free of cost, reasonable additional reports that may be required by the BOARD regarding Puerto Rico TRS.

### PROPRIETARY DOCUMENTS

TWENTY-SIX: Subject to the requirements of applicable Puerto Rico's laws and regulations and the BOARD's resolutions and orders, SPRINT shall have the right to mark proprietary documents containing marketing sensitive information or trade secrets developed or presented pursuant to this paragraph and will have the opportunity to defend said requests prior to release. SPRINT agrees to only mark those documents, which it intends to assert a privilege there upon, if a request for disclosure is made. The BOARD reserves the right to object to the marking of certain material as proprietary, in which case it will inform SPRINT. SPRINT will have thirty (30) days from the notification of the objection to present its reconsideration. If SPRINT's reconsideration is denied, SPRINT will have thirty (30) days from the notification date to appeal.

### AUDITS

TWENTY-SEVEN: The BOARD reserves the right to audit all records held by SPRINT relating to this CONTRACT. SPRINT agrees to retain reports, work sheets and other

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documents associated with the services covered by this CONTRACT, so that they can be examined or copied by the BOARD or the Office of the Comptroller of Puerto Rico, in its audits of the BOARD. Said documents shall be kept for a period of no less than six (6) years or until an investigation is conducted by the Office of the Comptroller of Puerto Rico, whichever occurs first.

### COMPENSATION

**TWENTY-EIGHT:** The BOARD shall compensate SPRINT, for the services rendered under this CONTRACT, according to the following terms and conditions:

(A) The BOARD shall compensate SPRINT a per session minute of usage fee as described in the following table for the TRS service, plus \$0.15 per session usage minute for the Equipment Distribution Program, during the term of the CONTRACT.

(B) TRS per session minute of usage fee:

Contract Period	TRS per session minute of usage fee
1st Year	\$2.65 / session minute
2nd Year	\$2.65 / session minute
3rd Year	\$2.65 / session minute
1st optional year extension	\$2.94 / session minute
2nd optional year extension	\$3.14 / session minute

(C) Equipment Distribution Program Per Session Minute Fee

Fixed Price for the duration of the term of the Contract and the optional year extensions	\$0.15 / session minute
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(D) SPRINT may not bill the BOARD for any service not provided for Puerto Rico users.

**TWENTY-NINE:** SPRINT will submit to the BOARD during the first fifteen (15) days of each month following the month billed, a duly certified detailed statement that includes an

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itemization of the calls handled and the minutes dedicated to the same. The invoice shall include a clause certifying that the charges are true, current, and accurate and have not been previously paid. The BOARD will carefully review said charges and, if found to be adequate, will approve and process them for payment with the administrator of the Universal Service Fund for Puerto Rico (hereinafter referred to as "USFPR"). The BOARD reserves the right to review the facts of the bill and to effect any adjustments it considers appropriate.

If the BOARD disputes a charge in good faith, the BOARD may withhold payment of that charge if the BOARD makes timely payment of all undisputed charges and, within 30 days of the due date, provides SPRINT with a written explanation of the BOARD's reasons for disputing the charge. The BOARD must cooperate with SPRINT to promptly resolve any disputed charge. If SPRINT determines, in good faith, that the disputed charge is valid, SPRINT will notify the BOARD and the BOARD must pay the charge promptly or invoke the dispute resolution process in this Agreement. If SPRINT determines in good faith that the disputed charge is invalid, SPRINT will credit Customer for the invalid charge.

The certification to be inserted in every invoice shall be signed by SPRINT authorized representative and shall specifically states the following:

*"Under penalty of forfeiture I certify that no public employee of the "Telecommunications Regulatory Board of Puerto Rico" is part of or has an interest in the profits or benefits derived from the contract under which this invoice is issued and if such a relationship does exist the party has applied for an exemption. The only consideration for providing the goods or services under this contract has been the payment of the amount agreed upon with the authorized agency representative. The total amount due for this invoice is just and correct. The services were rendered and they have not been paid."*

THIRTY: The disbursements authorized by the BOARD under the terms of the present CONTRACT shall be paid from the Universal Service Fund for Puerto Rico.

The services, and related payments, will not be rendered until this CONTRACT is duly registered at the Office of the Comptroller of Puerto Rico in accordance with Law Number 18 of October 30, 1975, as amended.

### TERM

THIRTY-ONE: This CONTRACT shall have a term of three years beginning on January 1, 2010. This CONTRACT shall be renewable upon mutual written agreement for up to two

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additional one (1) year terms. The parties may further agree to extend the contract for justified reasons until a new provider is chosen through a bid process.

This CONTRACT may be terminated or modified as stipulated herein.

### **TERMINATION AND POST-CONTRACT LIABILITY**

THIRTY-TWO: Should the BOARD at any time terminate the CONTRACT or discontinue the services rendered by SPRINT, as indicated below, then the BOARD shall pay SPRINT for services duly rendered based on the provisions of this CONTRACT. Said payments, as indicated above, shall constitute just, equitable and final compensation for all services rendered. SPRINT will not be entitled to any termination cost and will forfeit their performance bond.

### **NON-COMPLIANCE PROVISIONS AND TERMINATION**

THIRTY-THREE: SPRINT's negligence or failure to provide the services as requested, SPRINT's neglect or abandonment of its responsibilities, or any improper behavior, or violation of any of the conventions, accords or stipulations of this CONTRACT, will give the PRESIDENT and/or the BOARD the right to initiate a contract termination process immediately and without prior notice.

### **TERMINATION**

THIRTY-FOUR: The BOARD may terminate this CONTRACT, with cause, upon prior written notice to SPRINT. After receiving written notice of said cause, SPRINT shall have thirty (30) calendar days to cure said cause. If SPRINT does not cure said cause, or does not adequately provide a justification for said action, within this thirty (30) day period, the BOARD may submit a "Letter of Termination" to SPRINT notifying that this CONTRACT shall terminate within thirty (30) days of receipt of said "Letter of Termination" or until cutover with a new provider as agreed on clause thirty six, whichever is later.

THIRTY-FIVE: For purposes of this CONTRACT, "cause" shall be defined to include, but shall not be limited to, actions such as: material failure to operate the TRS in accordance with the terms of this CONTRACT, SPRINT's proposal, the BOARD's IFB, the Bid Award and the corresponding Board Resolution and Order, FCC rules, gross mismanagement, fraud, wanton and material negligence, being adjudicated a voluntary or an involuntary bankruptcy, or otherwise becoming insolvent, any substantial violation of federal, state, or municipal governments' laws, ordinances, rules or regulations, and any major breach of SPRINT's obligations under this CONTRACT to comply with professional standards and practices relating

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to the TRS.

### TERMINATION LIABILITY

THIRTY-SIX: In case of termination for cause, the BOARD will immediately be able to execute an agreement with any of the bidders that participated in Bid No. 2009-02 for the provisioning of the TRS service. If costs associated with the new contract are higher, SPRINT will assume and pay the difference for the rest of the contract term.

### LIQUIDATED DAMAGES; DISALLOWANCE

THIRTY-SEVEN: In the event that the TRS service is not fully implemented by SPRINT as per the Implementation Schedule of this CONTRACT, the BOARD will impose liquidated damages until the TRS service is in full operation. The TRB will disallow \$5,000.00 per day of arrear of the implementation schedule, from invoices for services rendered after cutover. Nevertheless, if such delays happen as a result of natural disasters (Acts of God) such as hurricanes, tornados, earthquakes, floods, or causes not attributable to the Successful Bidder, the TRB will take these into consideration to determine if the imposition of liquidated damages should apply. In addition, the non-compliance of the TRS standards and requirements in the IFB and this CONTRACT could lead to fines by the Telecommunications Regulatory Board of up to \$25,000 per infringement, or as otherwise permitted by the BOARD's rules.

THIRTY-EIGHT: SPRINT agrees to a disallowance from the total compensation provided for under this CONTRACT, if SPRINT "fails to perform." When, for a period exceeding four (4) consecutive hours, or more than four (4) hours in a twenty-four hour period, calls are unable to be completed via the TRS. For each "failure to perform" exceeding four (4) consecutive hours or more than four (4) hours within a twenty-four (24) hour time period commencing with the "failure to perform", a disallowance will be made for twice the amount of total hours of disrupted service rounded up to the next fraction of hour, divided by twenty four (24) hours and multiplied by the average daily charge invoiced under this agreement during the month preceding the event giving rise to the disallowance. No disallowance will result however, where the source or cause of the failure is, or is due to, a Local Exchange Carrier or Interexchange Carrier facility or service outage or for any causes not attributable to SPRINT.

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**THIRTY-NINE:** SPRINT shall answer 85% of calls made into Puerto Rico Relay within 10 seconds. For any day (24-hour period from 12:00 AM to 11:59 PM) that SPRINT fails to answer 85% of Puerto Rico Relay calls within the 10-second requirement, liquidated damages shall be assessed. The formula for average answer time ("AAT") criteria is as follows: the procedure to determine the percentage of the AAT that is over the required average takes the difference between the actual and target (10 second) AAT and divides that difference by the target (10 second) AAT, rounded to one decimal point. The BOARD will withhold \$2,500.00 each calendar day that the service level for all Puerto Rico calls is less than 85%. The penalty amount will be deducted from the invoice amount for that month. Penalties will not be assessed for days in which acts of God or system or network breakdowns occur that are not the fault of the TRS Provider and that cause the AAT to exceed the 10 second average. The burden is on the TRS provider to show cause why the penalty should not be assessed.

**FORTY:** The liquidated damages criteria for the average daily blockage ("ADB") rate for all Puerto Rico relay calls will be for any 24-hour period from 12:00 am to 11:59 pm and shall be shown on SPRINT's monthly report. For any day that the ADB rate exceeds 1%, the liquidated damage shall be \$2,500 per day. The penalty amount will be deducted from the invoice amount for that month. Penalties will not be assessed for days in which acts of God or system or network breakdowns occur that are not the fault of SPRINT and that cause the ADB to exceed the 1% target. The burden is on the SPRINT to show cause why the penalty should not be assessed.

**FORTY-ONE:** Liquidated damages equal to \$1,000.00 per day will be assessed for every day that SPRINT is late submitting to the BOARD or its designee the full and complete relay reports required per this CONTRACT and the IFB. If the BOARD does not receive the reports required herewith by the 15<sup>th</sup> of the following month, the BOARD will withhold \$1,000.00 each day until the full and complete relay report is received in the Board's offices.

**FORTY-TWO:** The right of the BOARD to claim such liquidated damages under this CONTRACT shall be in addition to any other rights and remedies afforded by law or by this CONTRACT.

#### **PERFORMANCE BOND**

**FORTY-THREE:** On or before the fifteenth (15<sup>th</sup>) business day following the execution of this CONTRACT, SPRINT shall submit to the BOARD a performance bond payable to the BOARD. The bond will be issued by an insurance company duly certified by the Insurance Commissioner of Puerto Rico and rated "A" or "A+" and will remain in effect during the CONTRACT. The bond will be renewed annually and provided to the BOARD by the

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CONTRACT anniversary date. Said bond will be due upon the signing of the CONTRACT. SPRINT shall pay all costs of obtaining the performance bond, and shall not seek reimbursement or other remuneration from the BOARD for such costs.

FORTY-FOUR: The performance bond shall be solely for the protection of the BOARD and the Commonwealth of Puerto Rico and shall serve as a guarantee for the faithful performance of SPRINT's obligations under this CONTRACT. The proceeds of the bond shall be payable to the BOARD if SPRINT materially defaults in the performance of any of its obligations under this CONTRACT and fails to cure such default within sixty (60) calendar days from the date of SPRINT's receipt of written notice that a material default has occurred.

FORTY-FIVE: SPRINT will maintain during the contract period a Performance Bond that will be renewed annually and provided to the BOARD on or before each contract term renewal date, in the amount equal to the value of service. The value of service will be computed based on the previous year number of calls times the average call length times the current contract cost per Conversation Session Minute.

FORTY-SIX: If the insurance company issuing the performance bond in connection with this CONTRACT becomes insolvent, or otherwise ineligible to conduct business in the Commonwealth of Puerto Rico, SPRINT shall immediately notify the BOARD and shall furnish a replacement bond to protect the interest of the BOARD and the Commonwealth of Puerto Rico on or before the tenth (10<sup>th</sup>) calendar day after the date of the insurance company's insolvency or ineligibility. Such replacement bond shall be in a form acceptable to the BOARD, and shall satisfy all performance bond requirements contained in this CONTRACT.

### FORCE MAJEURE

FORTY-SEVEN: Subject to the limitation specified in this section of the contract, neither the BOARD nor SPRINT shall be considered in default in the performance of its obligations under this CONTRACT to the extent that the performance of such obligations is prevented or delayed by any cause beyond the reasonable control of the affected party which such party could not, by due diligence, have avoided. Such causes, including but not limited to acts of God, severe weather, explosions, and civil unrest such as riots and protests, shall not relieve such party of liability in the event of its failure to use diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause that prevented or delayed performance of obligations.

INITIALS HERE

**FORTY-EIGHT:** The parties expressly agree that the terms of Clause FORTY-SEVEN in no way is intended to relieve SPRINT of its obligation to implement, whenever appropriate, the Disaster Recovery Plan presented in Appendix E of SPRINT's Proposal.

### **STANDARD OF WORK**

**FORTY-NINE:** SPRINT shall perform its services in a thorough and professional manner in accordance with the terms of this CONTRACT and shall be responsible for any deficiencies in delivery of the services or features comprising Puerto Rico TRS. Failure to comply with professional standards and practices, including but not limited to the requirements for confidentiality of relayed calls, shall subject SPRINT to disallowance of performance as provided in this CONTRACT or to termination of the CONTRACT.

### **SUBCONTRACTING**

**FIFTY:** At all times SPRINT will be the prime contractor and will be responsible for all CONTRACT terms and conditions, including the performance of the TRS system, whether or not subcontractors are used, SPRINT will be the sole contact with the BOARD. SPRINT will also be responsible to the BOARD for, including but not limited to, all acts omissions, shortcomings, or negligence caused by the subcontractors.

### **INDEMNITY/INSURANCE**

**FIFTY-ONE:** Neither the BOARD, nor the Commonwealth of Puerto Rico, assumes any liability in any fashion with respect to the provision of TRS nor any matter related thereto. SPRINT and their assigned successors, by their signature on this CONTRACT, acknowledge and agree that they will indemnify, defend and hold harmless the BOARD and its members, officers, employees and agents from and against all third party suits, causes of action, debts, rights, judgments, claims, demands, accounts, damages, costs, loss and expenses (including but not limited to attorneys' fees and expenses awarded in any final judgment by a court of competent jurisdiction) of whatsoever kind in law or equity, known and unknown, foreseen and unforeseen, arising from or out of the provision of TRS.

**FIFTY-TWO:** SPRINT shall be responsible and shall relieve and defend the BOARD and keep it from harm in any judicial, administrative and/or extra-judicial claim and from paying indemnities for expenses, penalties, losses, fines, damages, and/or pain and suffering that any individual or legal entity may suffer or claim to suffer where the damages are alleged to have

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been caused by negligent, careless and/or blameful acts, actions or omissions on the part of SPRINT, its agents or employees, thus exempting, relieving and exonerating the Board of all liability. SPRINT shall indemnify the BOARD for any amount that the BOARD may be forced to pay due to the fault or negligence of SPRINT.

FIFTY-THREE: SPRINT represents and warrants that it will provide TRS and will perform the services in a manner that does not, directly or indirectly, infringe, misappropriate or misuse any United States of America patent, copyright, trademark, or trade secret of any third party. SPRINT will indemnify, defend and hold harmless the BOARD and the Commonwealth of Puerto Rico as well as their officers, employees, and agents from and against all losses, liabilities, damages (including taxes), and all related costs or expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any claim, action or proceeding brought against the BOARD or the Commonwealth of Puerto Rico by any third party to the extent that such claim, action or proceeding is based on a claim that the provision of TRS or the Services under this CONTRACT, or the use of TRS or the Services under this CONTRACT, infringes any United States patent, copyright, trademark or trade secret rights of a third party.

FIFTY-FOUR: SPRINT shall not be held liable for actions taken under the direction of the BOARD, or from any claim of damages resulting from such actions, unless said actions are deemed unlawful.

### **LIMITATION OF LIABILITY; EXCEPTIONS**

FIFTY-FIVE: Subject to the provisions of this CONTRACT, if and to the extent permitted by applicable law, each Party's liability to the other for any claims, (including consequential damages), arising under or in connection with this CONTRACT shall be limited as follows:

- (A) Each Party's total liability for damages to the other Party will be limited to an amount not to exceed the lesser of: (i) the total aggregate amount paid or payable to SPRINT under this CONTRACT during the six (6) calendar months immediately preceding the occurrence of the event(s) giving rise to the liability, or (ii) Three Hundred Thousand Dollars (\$300,000.00).
- (B) The parties expressly agree that this clause in no way is intended to constitute a waiver by the BOARD of any immunity from suit or from liability that the BOARD may have by operation of law. The parties further expressly agree that nothing in this clause is intended to constitute any obligation against or payable from the general revenue funds or of any other fund of the Commonwealth of

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Puerto Rico.

- (C) The present clause will not limit SPRINT's liability as it may be covered under its insurance policy. Also, SPRINT's liability will not be limited with regard to actions or claims by third parties.

FIFTY-SIX: The foregoing limitations of liability, both with respect to claims for consequential damages and as to SPRINT's maximum liability, will not limit SPRINT's liability for claims arising out of the gross negligence or willful misconduct of SPRINT (or its employees, agents or subcontractors). Further, the parties expressly agree that the foregoing limitation of liabilities, both with respect to claims for consequential damages and as to SPRINT's maximum liability, will not limit SPRINT's liability for claims, losses, damages, and all related costs or expenses (including attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any claim, action or proceeding brought against the BOARD or the Commonwealth of Puerto Rico by any third party to the extent that such claim, action or proceeding is based on a claim that the provision of TRS, the performance of the services made the subject of this CONTRACT, the application of any technology, process, product, or material in performance of such services, or the use of such services pursuant to this CONTRACT infringes any United States patent, copyright, or trade secret rights of any person or entity.

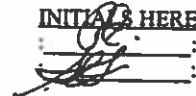
### MODIFICATIONS TO CONTRACT

FIFTY-SEVEN: Throughout the term of this CONTRACT, the BOARD may request a contract amendment when certain changes need to be made to the general scope of the services without invalidating this CONTRACT. No changes in the scope of work shall be made by SPRINT without the prior written approval of the PRESIDENT. SPRINT acknowledges that such written approval is exclusively held by the PRESIDENT and has not been delegated.

FIFTY-EIGHT: Upon receipt of an amendment request, SPRINT, within a reasonable time thereafter, submit to the BOARD a detailed written estimate of any proposed price and schedule adjustment(s) to this CONTRACT. No changes to the general scope of work will occur unless and until the BOARD approves in writing SPRINT's proposed modification proposal, including the schedule adjustments and the costs (if any) associated with the modifications and a contract amendment is dully performed.

FIFTY-NINE: This CONTRACT and all obligations hereunder are subject to all applicable laws, rules, obligations and orders or rulings of any authorized court, agency or

INITIALS HERE



commission of the federal or local governments. This CONTRACT is subject to changes or modifications that may be directed from time to time by the BOARD, the FCC or the government of the Commonwealth of Puerto Rico.

### **CONFLICTING DOCUMENTS; EXECUTION**

SIXTY: In the event of a conflict between provisions of the CONTRACT documents, the controlling provisions shall be in this order: first, those of the CONTRACT, including CONTRACT modifications; second, those of the IFB; and third, those of SPRINT's Proposal.

### **ENTIRE CONTRACT**

SIXTY-ONE: This CONTRACT constitutes the entire CONTRACT between the parties hereto. No other CONTRACT, statement, or promise relating to the subject matter of this CONTRACT, which is not contained herein, shall be valid or binding. No changes, alternatives, or modifications hereto shall be effective unless in writing and signed by a representative of each party authorized to bind such party.

### **NON-WAIVER**

SIXTY-TWO: Failure of either party to insist on the strict performance of any of the CONTRACT clauses herein, failure to exercise any rights or remedies arising hereunder upon default, or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy strict compliance with any other obligation hereunder.

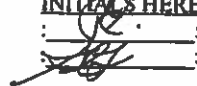
### **GOVERNING LAW**

SIXTY-THREE: The CONTRACT shall be subject, at all times, to the laws of the Commonwealth of Puerto Rico. The CONTRACT shall be interpreted, governed, and construed in accordance with the laws of the Commonwealth of Puerto Rico. The parties hereby submit to the jurisdiction of courts located in Puerto Rico, and venue is hereby stipulated to be exclusively in the Puerto Rico courts located in San Juan, Puerto Rico.

### **SEVERABILITY**

SIXTY-FOUR: If any provision of this CONTRACT shall be held unlawful or otherwise unenforceable, such provision shall be severed and deemed deleted and the remainder of this CONTRACT shall continue in full force and effect, as if such provision had never existed.

INITIALS HERE



## TITLE

SIXTY-FIVE: Title to all facilities and equipment employed by SPRINT and its agents in the provision of TRS shall remain with the vendor.

## TAX PROVISIONS

SIXTY-SIX: SPRINT certifies and guarantees that at the time it enters into this CONTRACT it has, during the previous five (5) years, filed its tax returns and it is free of any outstanding tax liability with the Commonwealth of Puerto Rico; or in the alternative, SPRINT is under a payment plan and is meeting its set terms and conditions.

SIXTY-SEVEN: SPRINT certifies and guarantees that at the moment of signing this CONTRACT it has paid all applicable taxes and contributions such as: unemployment insurance, temporary incapacity insurance, workers compensation insurance, drivers social security insurance and federal social security; or in the alternative, SPRINT is under a payment plan and is meeting its set terms and conditions.

SIXTY-EIGHT: Notwithstanding SPRINT's compliance with the IFB requirement of validating its ability to do business with the Commonwealth of Puerto Rico through the filing of a Certificate of Eligibility obtained at the Unified Bidder's Registry of the General Services Administration of the Commonwealth of Puerto Rico (G.S.A.), SPRINT will present, within ten (10) days of the execution of this CONTRACT, copies of the documents filed to obtain the Certificate of Eligibility. Also, SPRINT shall be responsible of keeping updated in the Bids Registry of the G.S.A. all information needed to be active in the registry, as required in Article 7.8 of the GSA Bids Regulations, Rule no. 6526, and provide to the BOARD copy of such updated information.

SIXTY-NINE: SPRINT certifies the work to be rendered under this CONTRACT will be performed in the United States as stated in Clause THREE of the CONTRACT; hence SPRINT is not required to pay income tax in Puerto Rico for said services. Notwithstanding, the BOARD can withhold up to 29% of the payments to SPRINT for services rendered within Puerto Rico, as allowed under Section 143C of the Federal Income Tax Law of 1994, as amended. Nevertheless,

INITIALS HERE

SPRINT may acquire a release from the Puerto Rico Treasury Department at which time the BOARD will make the appropriate changes.

SEVENTY: SPRINT recognizes that the tax provisions are an essential condition of the present CONTRACT, and, should all or part of the preceding testimony be incorrect, sufficient cause will exist for the BOARD to nullify this CONTRACT immediately, without prior notice, and SPRINT will have to return to the BOARD any monies received under this CONTRACT.

### **SOCIAL SECURITY DEDUCTIONS**

SEVENTY-ONE: The BOARD shall not retain or make deductions from SPRINT's fees for the payment of Federal Social Security taxes.

### **CHILD SUPPORT**

SEVENTY-TWO: SPRINT certifies and guarantees to the best of its knowledge, that upon signing this CONTRACT, none of its principals or officers are delinquent in the payment of any child support obligations in the Commonwealth of Puerto Rico.

### **CONFLICT OF INTEREST**

SEVENTY-THREE: SPRINT certifies that upon award of this CONTRACT, it has no relationship of any type that might create a conflict of interest during the delivery of services under this CONTRACT.

SEVENTY-FOUR: SPRINT recognizes that in discharging its professional function it has a duty to be completely loyal to the BOARD. This includes not having interests contrary to the BOARD. SPRINT certifies that, to the best of its knowledge, it is not representing nor shall it represent, during the life of this CONTRACT, particular interests that involve a conflict of interest or of public policy against this BOARD. These contrary interests include representing clients who have or might have opposing interests with the BOARD. In addition, this duty includes the ongoing obligation to inform the agency of all circumstances in its relationships with clients and third parties and any interest that might affect the BOARD at the time the CONTRACT is awarded, or during the life thereof.

SEVENTY-FIVE: SPRINT represents opposing interests when, for the benefit of a client, it is its duty to promote that which is its duty to oppose in fulfilling its obligations in comparison with its obligations with another previous, current or potential client. In addition, SPRINT

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represents conflicting interests when its conduct is described as such in the recognized ethics of its profession, or in the laws and regulations of the Commonwealth of Puerto Rico.

SEVENTY-SIX: SPRINT recognizes the supervisory authority of the PRESIDENT with respect to compliance with the prohibitions included herein. Should the PRESIDENT understand that contrary interests exist or have arisen against SPRINT, the findings and intention to initiate the CONTRACT termination process shall be informed in writing.

### **ETHICAL PROVISIONS**

SEVENTY-SEVEN: SPRINT affirms that no employee or official of the BOARD, division, agency or municipality of the Commonwealth of Puerto Rico, or any relative thereof, has a direct or indirect monetary interest in the award of this CONTRACT under the terms of the Government Ethics Act, Act 12 of July 24, 1985, which is also referred herewith as the Ethics Act. Similarly, the official representing the BOARD herein certifies that it has no interest in the performance of the CONTRACT.

SEVENTY-EIGHT: SPRINT has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this CONTRACT.

SEVENTY-NINE: SPRINT certifies that the BOARD has provided them a copy of the Government Ethics Act.

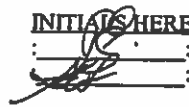
EIGHTY: SPRINT certifies that none of its employees or SPRINT itself occupies a career and/or any employment position by appointment in any of the agencies of the Commonwealth of Puerto Rico, nor does it receives payment or compensation for regular services provided under appointment or a professional service CONTRACT with an agency of the Commonwealth of Puerto Rico.

EIGHTY-ONE: If SPRINT certifies that it has a contract with another agency or municipality of the Commonwealth of Puerto Rico, it guarantees that no incompatibility exists between both CONTRACTS.

### **CONFIDENTIALITY**

EIGHTY-TWO: SPRINT shall not disclose any and all confidential information and materials received, and/or developed in connection with the services provided, and other

INITIALS HERE



government information it may acquire. If SPRINT has doubts regarding the status of certain information it will request advisement from the BOARD before revealing such information.

"Confidential Information" means information of a party to this CONTRACT which is provided or disclosed to the other and is marked as confidential or proprietary. If the information is initially disclosed orally then (1) it must be designated as confidential or proprietary at the time of the initial disclosure and (2) within twenty (20) days after disclosure, the information must be reduced to writing and marked as confidential or proprietary. No information of the disclosing party will be considered Confidential Information to the extent the information:

- a) is in the public domain through no fault of the recipient either before or after disclosure;  
or
- b) is in the possession of the recipient prior to the disclosure, or thereafter is independently developed by recipient's employees, consultants or agents who have had no prior access to the information; or
- c) is rightfully received from a third party without breach of any obligation of confidence.

Confidential Information disclosed by the BOARD to SPRINT in connection with the Services conducted under this CONTRACT will be used by SPRINT only for the performance of the Services described in this CONTRACT and Confidential Information disclosed by SPRINT to the BOARD will be used by the BOARD solely for its own internal purposes, unless otherwise expressly provided in this CONTRACT.

Confidential Information disclosed under this CONTRACT by one party to the other will be protected by the recipient from further disclosure, publication, and dissemination to the same degree and using the same care and discretion as the recipient applies to protect its own confidential or proprietary information from undesired disclosure, publication and dissemination. Except as set forth in the following paragraph, neither party will disclose the other's Confidential Information to any affiliate or other third party, without prior written consent from the other party. If Confidential Information is required by law, regulation, or court order to be disclosed, the recipient must first notify the disclosing party and permit the disclosing party to seek an appropriate protective order.

Confidential Information disclosed under this CONTRACT may be disclosed to a receiving party's employees (including contract employees), consultants or agents who participate in the Services if the employees, consultants or agents have been made aware of their responsibilities under this CONTRACT and the consultants (including contract employees) have signed a statement agreeing to be bound by the terms of this CONTRACT with respect to confidentiality.

Either party's failure to fulfill the obligations and conditions with respect to any use, disclosure, publication, release, or dissemination to any third person of the other party's

INITIALS HERE



Confidential Information or breach of any restrictions or obligations of any licenses granted by the other party, constitutes a material breach of this CONTRACT. In that event the aggrieved party may, at its option and in addition to any other remedies that it may have, terminate this CONTRACT, its obligations and any rights or licenses granted upon thirty (30) days written notice to the other party. In addition to any other remedies it may have, the aggrieved party has the right to demand the immediate return of all copies of Confidential Information provided to the other party under this CONTRACT. The parties recognize that disclosure of Confidential Information in violation of this CONTRACT will result in irreparable harm. Each party shall have the right to injunctive relief in the event of a disclosure in violation of this CONTRACT.

### COMPLIANCE WITH LAWS

EIGHTY-THREE: SPRINT agrees to comply fully with the requirements of any and all applicable local and federal laws relating to fair employment practices and to comply fully with the Americans with Disabilities Act, 42 U.S.C.A. § 12101, et seq., as it may be amended from time to time.

EIGHTY-FOUR: SPRINT further agrees to comply with any and all applicable Puerto Rico tax laws that may require any filing with and/or payment to Puerto Rico as result of any action taken as a result of this CONTRACT.

EIGHTY-FIVE: SPRINT hereby agrees not to discriminate against any employee or work applicant on the basis of age, race, color, sex, birth, origin or social condition, physical or mental impairment, political or religious convictions, or veteran status.

EIGHTY-SIX: SPRINT shall be responsible for faithfully complying with all the laws and regulations of the Commonwealth of Puerto Rico and the United States of America, including the Puerto Rico Telecommunications Act of 1996, Law 213 of September 12, 1996, as amended (27 L.P.R.A. § 265ss), and all rules and regulations in force or to be enacted by the BOARD and the FCC.

### CRIMES AGAINST THE PUBLIC REVENUE

EIGHTY-SEVEN: SPRINT hereby certifies and guarantees that it has not been convicted, and/or is not the subject of an investigation regarding crimes against the public revenue, and/or crimes against local or federal public service and/or crimes against the public faith. SPRINT expressly recognizes that this certification and guarantee is an essential condition of the present CONTRACT, which, if found to be partly or wholly false, shall constitute sufficient cause for the BOARD to cancel the CONTRACT immediately and without prior

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notice. Upon said cancellation, SPRINT shall reimburse to the BOARD all monies and funds received by it under the CONTRACT.

### GENERAL PROVISIONS

**EIGHTY-EIGHT:** SPRINT, its agents, and employees, shall not, for any reason, be considered employees of the BOARD or the Commonwealth of Puerto Rico. This CONTRACT does not establish SPRINT as the agent, official, or employee of the BOARD for any purpose. SPRINT shall assume sole responsibility for its debts, liabilities, or taxes as they may be incurred by SPRINT as a business entity. SPRINT and its agents and employees are not entitled to any fringe employment benefits enjoyed by employees of the Commonwealth of Puerto Rico, including health and/or hospitalization benefits, retirement and/or investment benefits, worker's compensation benefits, or any other benefit available to employees of the Commonwealth of Puerto Rico by virtue of their employment status.

**EIGHTY-NINE:** The Commonwealth of Puerto Rico and the BOARD do not waive sovereign immunity by entering into this CONTRACT, and specifically retain immunity and all defenses available to them under the laws of Puerto Rico.

**NINETY:** All legal notices permitted or required hereunder or all communications relating to this CONTRACT shall be in writing and mailed and faxed to the addresses below:

**TELECOMMUNICATIONS REGULATORY BOARD OF PUERTO RICO**

Attention: Sandra E. Torres López, President  
500 Roberto H. Todd Ave.  
Stop 18, Santurce  
San Juan, PR 00907-3981  
TEL: 787-756-0806 Ext. 3144  
FAX: 787-756-0814

If intended for SPRINT, they must be sent to the following address:

**SPRINT INTERNATIONAL CARIBE, INC**

Attention: Ms. Patricia Eaves  
Multi Channel Director  
304 Ave Ponce De Leon Suite 801  
Hato Rey, PR 00918  
TEL: 787-775-6700  
FAX: 787-775-6730  
Patricia.Eaves@sprint.com

and

**SPRINT RELAY**

INITIALS HERE





Attention: Mr. Andrew Brenneman  
Senior Account Executive  
Mail Stop VARESF0213  
12524 SUNRISE VALLEY DRIVE  
RESTON, VA 20196  
TEL: 703-689-6759  
FAX: 703-689-7707  
[Andrew.Brenneman@sprint.com](mailto:Andrew.Brenneman@sprint.com)

NINETY-ONE: SPRINT must notify the BOARD promptly of any change in the address appearing above. The addresses recited above may be changed by notice, as specified above. Notices required or permitted hereunder and sent as specified above shall be deemed given (1) when delivered or (2) five days after mailing by prepaid first class postage affixed through the United State Postal Service, whichever is earlier.

NINETY-TWO: This CONTRACT is executed in three copies, each of which shall be deemed an original.

NINETY-THREE: This CONTRACT shall be subject at all times to the laws of the Commonwealth of Puerto Rico and shall be interpreted, governed, and construed in accordance with them.

NINETY-FOUR: SPRINT acknowledges that the authority to release, discharge, cancel, change, amend or modify this CONTRACT is exclusively held by the PRESIDENT and has not been delegated to any individual employee or representative of the BOARD.

IN WITNESS THEREOF, the parties execute this TRS in San Juan, Puerto Rico on this 23<sup>rd</sup> day of December, 2009.

**Telecommunications Regulatory Board of Puerto Rico**

By:   
Sandra E. Torres López  
President

**Sprint International Caribe, Inc.**  
Federal Identification SS Number: 660-46-9564

By:   
Patricia Eaves  
Multi Channel Director

INITIALS HERE  


**Latest Amendment of Puerto Rico Relay  
Contract, 2010-00005-G  
between  
The TRB and Sprint Accessibility**

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COMMONWEALTH OF PUERTO RICO TELECOMMUNICATIONS  
REGULATORY BOARD OF PUERTO RICO

TELECOMMUNICATIONS RELAY SERVICE CONTRACT

CONTRACT NUMBER 2010-000005 G

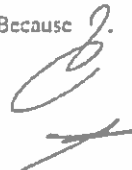
SEVENTH AMENDMENT

NOW COMES the Telecommunications Regulatory Board of Puerto Rico (hereinafter referred to as the "BOARD"), an agency of the Commonwealth of Puerto Rico with authority to enter into contracts under the Telecommunications Act of Puerto Rico, Law No. 213 of September 12, 1996, as amended, represented herein by its President, Sandra E. Torres López, of legal age, married, resident of Puerto Rico (hereinafter referred to as the "PRESIDENT"), and Sprint International Caribe, Inc. as representative of Sprint Communications Company L.P. (hereinafter referred to as "SPRINT"), represented herein by its Regional President, Claudio Hidalgo Saez, of legal age, married, resident of Miami, Florida, entered into this Telecommunications Relay Service amendment of Contract Number 2010-000005, as amended, (hereinafter referred as the CONTRACT). Under the terms and conditions of this CONTRACT, SPRINT provides Telecommunications Relay Service (hereinafter referred to as TRS or Relay Service) for intra-island telecommunication services within Puerto Rico pursuant to the TRS Bid No. 2009-02, completed pursuant to the BOARD order on case number JRT-2009-SUB-0002.

Even though the BOARD made all the efforts to initiate a bidding process during this year 2017, to select a new provider and has received a waiver from the *General Service Administrator of Puerto Rico*, dated November 26, 2016, to initiate said proceeding, the BOARD couldn't proceed as planned. Since opening a bidding process for Telecommunications Relay Service takes time and considering the importance of continuing offering this service to the community, the BOARD is convinced that it is in the best public interest to execute this amendment to extend the CONTRACT for a one-year period or until a new provider is selected through a bidding process, pursuant to clause THIRTY-ONE of the CONTRACT, as amended, that states as follows:

*THIRTY-ONE: This CONTRACT shall have a term of three years beginning on January 1, 2010. This CONTRACT shall be renewable upon mutual written agreement for up to two additional one (1) year terms. Having exercised the two additional terms of one (1) year and the 3<sup>rd</sup> Year Extension and the 4<sup>th</sup> Year Extension, the parties hereby agree to exercise a fifth additional term of one (1) year renewal beginning on January 1, 2017 and ending on December 31, 2017 ("5th Year Extension"). The parties may further agree to extend the contract for justified reasons until a new provider is chosen through a bid process. This CONTRACT may be terminated or modified as stipulated herein.*

SPRINT submitted on November 7, 2017 a proposal (hereinafter referred as the PROPOSAL), which is hereby included as Attachment I, offering the BOARD a one-year extension, effective January 1, 2018 through December 31, 2018, at a rate of \$2.05 per session minute. The rest of the CONTRACT will remain under the existing terms and conditions. Because



of the proposed increased rate of \$2.05 per session minute and after reviewing the BOARDS budget for this CONTRACT, we deemed necessary to amend the maximum amount to one hundred sixty-five thousand dollars (\$165,000.00).

THEREFORE, the parties now agree to enter into this SEVENTH AMENDMENT to amend clauses EIGHT, TWENTY-EIGHT, and THIRTY-ONE of the CONTRACT, under the following terms and conditions:

#### TERMS AND CONDITIONS

**ONE:** The parties agree to amend Clause EIGHT of Amendment B of the CONTRACT to read as follows:

*EIGHT: The maximum amount paid under the term of this CONTRACT will not exceed ONE HUNDRED SIXTY-FIVE THOUSAND U.S. DOLLARS (\$165,000.00) for its duration. In the event that SPRINT determines that services provided would exceed said amount, SPRINT is required to obtain written authorization from the PRESIDENT, if in order to conduct the work assigned, it is necessary to exceed the aforementioned amount. In that event, and if necessary, the PRESIDENT will coordinate the authorization of an increase in the approved budget. The BOARD will not pay any amount in excess of the maximum amount authorized for this CONTRACT, unless the corresponding increase is previously authorized, and the amendment to the CONTRACT is duly executed and registered at the Office of the Comptroller of Puerto Rico.*

**TWO:** The parties agree to amend Clause TWENTY-EIGHT of the CONTRACT to read as follows:

*TWENTY-EIGHT. The BOARD shall compensate SPRINT for the services rendered at the rate of \$2.05 per session minute, as stated in the SPRINT's PROPOSAL of November 7, 2017.*

*SPRINT may not bill the BOARD for any service not provided for Puerto Rico users.*

**THREE:** The parties agree to amend Clause THIRTY-ONE of the CONTRACT to read as follows:

*THIRTY-ONE: This CONTRACT shall have a term of three years beginning on January 1, 2010. This CONTRACT shall be renewable upon mutual written agreement for up to two additional one (1) year terms. Having exercised the two additional terms of one (1) year, the 3<sup>rd</sup> Year Extension, the 4<sup>th</sup> Year Extension and the 5<sup>th</sup> Year Extension, the parties hereby agree to exercise a sixth additional term of one (1) year renewal beginning on January 1, 2018 and ending on December 31, 2018 ("6th Year Extension"). The parties may further agree to extend the contract for justified reasons until a new provider is chosen through a bid process. This CONTRACT may be terminated or modified as stipulated herein.*

**FIVE:** SPRINT certifies and warrants that, to the best of his knowledge, neither he nor his agents are in violation of the *Act for Improvement of Support for the Elderly in Puerto Rico*, Act No. 168 of August 12, 2000, as amended.

**SIX:** This AMENDMENT shall be in effect until December 31, 2018. However, the BOARD or SPRINT may terminate this CONTRACT for convenience, prior to its expiration, through advance written notice, thirty (30) days prior to the intended termination date.

In the same way, the BOARD will immediately terminate this CONTRACT for convenience, in the event funds do not exist or are not allocated for payment of the contracted services, or a new provider for TRS is selected through a bidding process.

In which case, the CONTRACT shall be terminated for convenience with no right beyond that of collecting for services or work already performed by SPRINT, whether or not invoiced by the termination date.

**SEVEN:** All other terms and conditions of the CONTRACT, shall remain in full force and effect.

IN WITNESS THEREOF, the parties execute this SEVENTH AMENDMENT to CONTRACT 2010-000005, as amended, in San Juan, Puerto Rico on this 29 day of December 2017.

Telecommunications Regulatory Board of Puerto Rico

Account Number 030-057159 *H*

By:

  
Sandra E. Torres Lopez  
President  
SSP: 660-54-6149

Sprint International Caribe, Inc.



By:

Claudio Hidalgo Saez  
Regional President  
SSP: 660-46-9564

Sprint Approved as to Legal Form - TFD 12/28/17



GOBIERNO DE PUERTO RICO

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Junta Reguladora de Telecomunicaciones

# ANEJO 1

Propuesta de Sprint Relay para Extensión de Contrato





**Sprint**

*works for me*

November 7, 2017

Roberto Miranda  
Commonwealth of Puerto Rico  
Telecommunications Regulatory Board  
500 Roberto H. Todd Avenue  
Stop 18, Santurce  
San Juan, PR 00907

Reference: Telecommunications Relay Service Contract #2010-00005

Dear Mr. Miranda,

Sprint International Caribe, Inc. ("Sprint") has Contract #2010-00005 to provide Telecommunication Relay Service, as amended ("Contract") to the Commonwealth of Puerto Rico, Telecommunications Regulatory Board of Puerto Rico ("Board"). The Contract is currently scheduled to expire on December 31, 2017.

Due to the recent Hurricanes Irma and Maria, Sprint understands the Board may have other important matters to attend to and may not have adequate time to conduct the next procurement process. Therefore, Sprint proposes a one-year Contract extension effective January 1, 2018 through December 31, 2018 ("Contract Extension") at the existing Contract rate of \$2.05 per session minute. As part of this proposed Contract Extension offer, Sprint will continue to provide up to 30 devices during the Contract Extension period through Sprint's managed Equipment Distribution Program ("EDP"). To ensure that device models offered through the EDP remain consistent with Sprint's current comparable offerings, Sprint will distribute the currently available models that are comparatively similar in terms of features and cost with the discontinued models originally offered in Sprint's Response to the Puerto Rico's Telecommunications Regulatory Board IFB for TRS Bid 2009-SUB-02 dated June 22, 2009.

All other existing Contract terms and conditions not modified above will be the same, including fully-compliant Telecommunications Relay Service with an Account Manager located in the continental US with an annual Outreach budget of \$20,000. If this Contract Extension offer is accepted by the Board, Sprint anticipates the parties will formally document these changes in an amendment to the Contract.

Sprint is proud of its long history serving Puerto Rico Relay users since August 2001. We greatly value our relationship with the Board and the community and look forward to continuing to serve you for many years to come. If you have any questions concerning this matter, please contact Andrew Brenneman at (703) 592-4641 or by e-mail at [Andrew.Brenneman@sprint.com](mailto:Andrew.Brenneman@sprint.com).

Sincerely,

Michaela Clairmonte  
Manager, Contracts Negotiations & Management

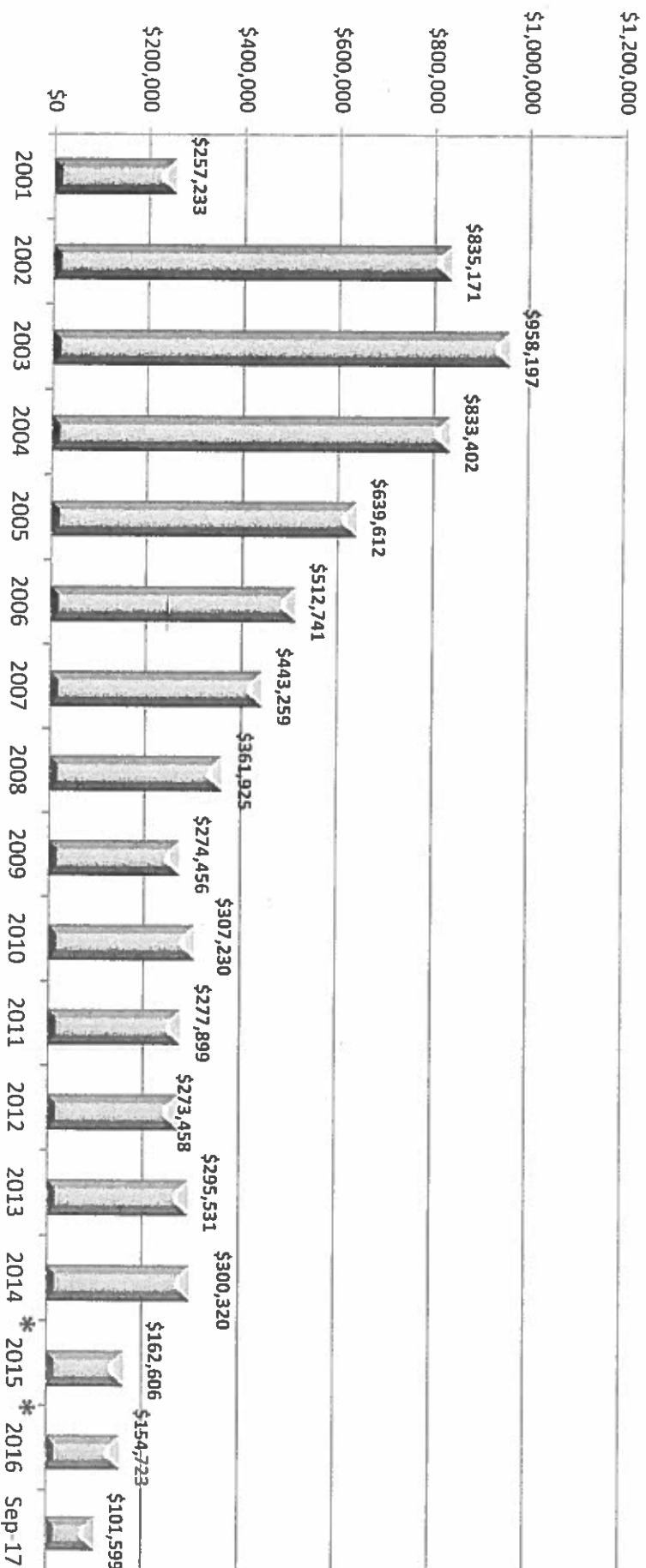
Cc: Andrew Brenneman, Sprint Accessibility

SPRINT CONFIDENTIAL AND PROPRIETARY INFORMATION

**We work for the people who matter most, *our customers*.**

# SERVICIO DE RELEVO (TRS)

## Facturación anual desde el 2001



\* 2015 y 2016:

Compensación por minuto se redujo de \$3.29 a \$1.95. Para 2017, compensación subió a \$2.05 por minuto de sesión.

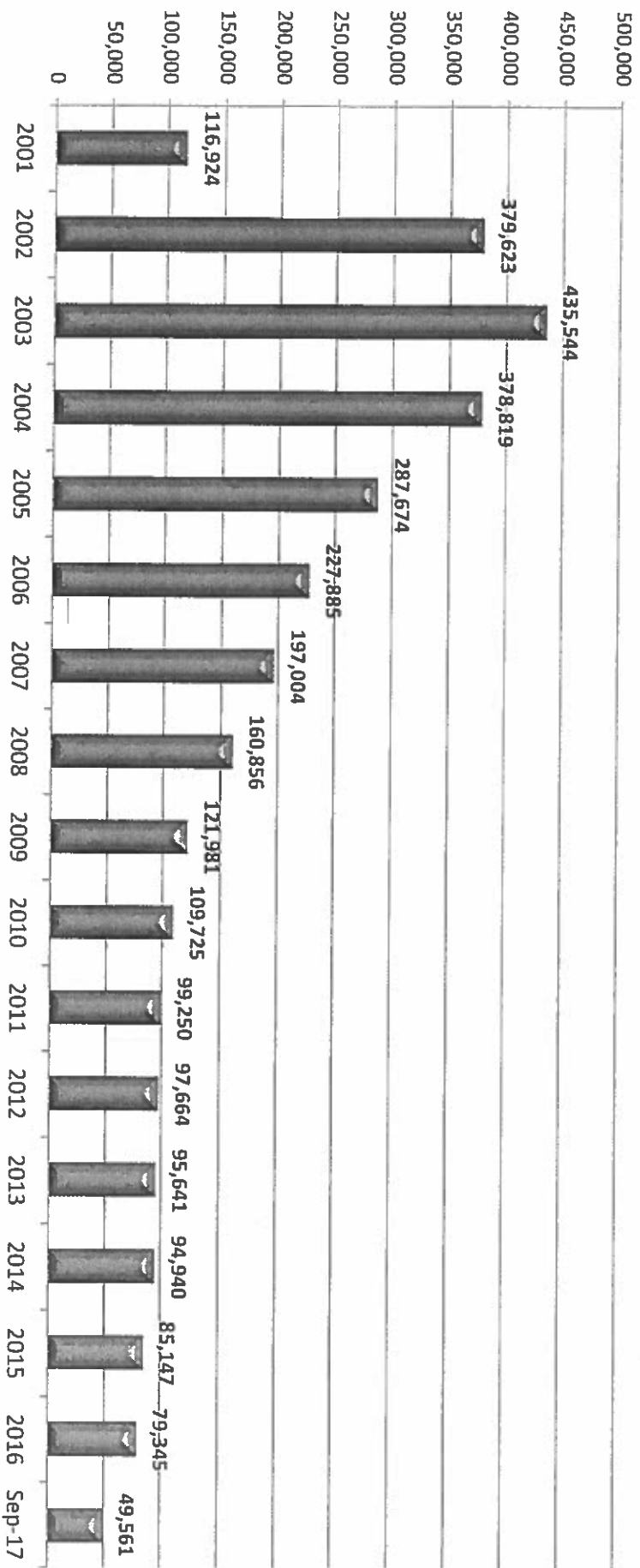
**Nota:** Debido a los efectos causados por el Huracán María en Puerto Rico, Sprint estará otorgando un crédito de (\$12,988.29) por la factura de septiembre y otro en la de octubre 2017.

Fuente: TRS Monthly Reports & Statistics (sept. 2017),



# SERVICIO DE RELEVO (TRS)

## Minutos de Sesión por año (desde el 2001)



**Nota:** Debido a los efectos causados por el Huracán María en Puerto Rico, Sprint estará otorgando un crédito de (6,335.75) minutos facturados en septiembre y otro en la facturación de octubre 2017.

Fuente: TRS Monthly Reports & Statistics (sept. 2017),